

STATE OF MICHIGAN
COURT OF APPEALS

MERIDIAN MUTUAL INSURANCE CO.,

Plaintiff-Appellant,

v

DOUGLAS TUTTLE and KAREN TUTTLE,
d/b/a SPEEDY PIZZA, JOSEPH TUTTLE,
and WAYNE SCHULTZ,

Defendants-Appellees.

UNPUBLISHED
December 23, 1997

No. 197281
Oakland Circuit Court
LC No. 95-508996 NZ

Before: MacKenzie, P.J., and Hood and Hoekstra, JJ.

MEMORANDUM.

In this subrogation action, plaintiff, as subrogee of its insured, sought to recover from defendants moneys paid to plaintiff's insured to compensate its insured for damages sustained as a result of a fire on the insured's premises originating in that portion of the premises leased to defendants. The fire was allegedly caused by defendants' negligence. The trial court summarily dismissed plaintiff's action. We affirm. This case is being decided without oral argument pursuant to MCR 7.214(E).

A contract is clear if it fairly admits of but one interpretation. *Farm Bureau Mutual Ins Co of Michigan v Stark*, 437 Mich 175, 182; 468 NW2d 498 (1991). Where contractual language is clear, its construction is a question of law for the court to decide. *Dillon v DeNooyer Chevrolet Geo*, 217 Mich App 163, 166; 550 NW2d 846 (1996). Standard provisions of a contract and any addendums or riders inserted into the contract are to be harmonized and given effect, if it can be consistently done. *Peterson v Zurich Ins Co*, 57 Mich App 385, 392; 225 NW2d 776 (1975).

The language employed in the lease is clear. Paragraphs 12 and 13 unambiguously and unequivocally indicate that defendants Douglas and Karen Tuttle agreed to be financially responsible for fire damage done to that portion of plaintiff's insured's premises leased to defendants and to the contents of same. Paragraphs 5, 12, and J unambiguously and unequivocally indicate that defendants Douglas and Karen Tuttle agreed to pay a portion of plaintiff's insured's fire insurance premiums for coverage for the entire premises owned by the insured. "Logic dictates that a tenant would not agree to

pay for fire insurance premiums unless the tenant also would obtain the benefits of the policy.” *Reliance Ins Co v East-Lind Heat Treat, Inc*, 175 Mich App 452, 457; 438 NW2d 648 (1989). Accordingly, paragraphs 5, 12, and J reflect the agreement of plaintiff’s insured and defendants Douglas and Karen Tuttle to limit plaintiff’s insured’s remedy for fire damage caused to the remainder of its premises by defendants’ negligence to the proceeds under the insurance policy provided by plaintiff to the insured. *Id.*, pp 454-457.

Affirmed.

/s/ Barbara B. MacKenzie

/s/ Harold Hood

/s/ Joel P. Hoekstra